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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

DIANA HOPKINS, an individual,	)	<b>CASE NO:</b>
PATRICK PUETZ, an individual,	)	
REECCA REED, an individual, JAMES	)	<b>PLAINTIFFS' COMPLAINT AND</b>
THOMPSON, an individual, TRUDY	)	<b>DEMAND FOR JURY TRIAL</b>
RANTS, an individual, and BRIAN	)	
WIERSEMA, an individual,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
GENERAL MOTORS, LLC, a Limited	)	
Liability Company, and DOES 1 through	)	
100, inclusive,	)	
	)	
Defendants.	)	
	)	

Plaintiffs DIANA HOPKINS, an individual, PATRICK PUETZ, an individual, REBECCA REED, an individual, JAMES THOMPSON, an individual, TRUDY RANTS, an individual, and BRIAN WIERSEMA, an individual, (referred to collectively herein as "Plaintiffs") file this Complaint and allege the following based upon information and belief:

**THE PARTIES**

1. Plaintiffs are residents of the state of Iowa.

1           2. Defendant GENERAL MOTORS, LLC (hereinafter referred to as “GM” or  
2 “Defendant”) is a Delaware limited liability company with its principal place of business at 300  
3 Renaissance Ctr., Detroit, Michigan.

4           3. The true names and capacities of Defendants sued herein as DOES 1 through 100,  
5 inclusive, are presently unknown to Plaintiff who will seek leave of this Court to amend this  
6 Complaint to include these DOE Defendants when they are identified.

7           4. At all times mentioned in the Complaint, each of the Defendants were agents of  
8 each and every other Defendant. In doing the things alleged in the Complaint, each Defendant  
9 was acting within the course and scope of their agency and was acting with the consent,  
10 permission and authorization of each of the other Defendants.

11                           **JURISDICTION IS PROPER UNDER § 1332(a)**

12           5. The Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(a), which  
13 grants federal district courts original jurisdiction of all civil actions where (1) the action is  
14 between citizens of different states, and (2) the amount in controversy exceeds \$75,000, exclusive  
15 of interest and costs. As set forth below, this action satisfies both requirements.

16           6. **There is Complete Diversity of Citizenship.** Section 1332(a) requires complete  
17 diversity of citizenship, which is established when “each defendant is a citizen of a different State  
18 from each plaintiff.” *Owen Equip. & Erection Co. v Kroger*, 437 U.S. 365, 373 (1978).

19           7. Plaintiffs are citizens and residents of the state of Iowa.

20           8. GM is headquartered in this District and its principal place of business is in the  
21 state of Michigan. Therefore, GM is a citizen of the state of Michigan.

22           9. Because Plaintiffs are citizens of Iowa and Defendant GM is a citizen of  
23 Michigan, there is complete diversity of citizenship in this action as required by §1332(a).

24           10. **The Amount In Controversy Exceeds \$75,000.** Section 1332(a) also requires  
25 that the amount in controversy “exceeds the sum or value of \$75,000, exclusive of interest and  
26 costs.” Based on each Plaintiff’s claim for civil penalties, restitution, rescission and attorneys’  
27 fees, the amount in controversy exceeds the jurisdictional minimum of \$75,000, exclusive of  
28 interest and costs, thereby vesting this Court with jurisdiction under 28 U.S.C. § 1332(a). In

1 addition, each Plaintiff asserts a claim for punitive damages, which is included in determining  
 2 the amount in controversy for subject matter jurisdiction, *Bell v. Preferred Life Assur. Society*,  
 3 320 U.S. 238, 240 (1943). Furthermore, for purposes of determining the amount in controversy  
 4 the court should consider not just attorneys' fees incurred to date, but the possible attorneys' fees  
 5 that will be incurred during the court of the litigation. *Fritsch v. Swift Transp. Co. of Ariz, LLC*,  
 6 889 F.3d 785, 794 (9<sup>th</sup> Cir. 2018).

7 11. Defendant is subject to personal jurisdiction in Michigan based upon sufficient  
 8 minimum contacts which exist between Defendant and Michigan. Defendant is authorized to do  
 9 and does business in Michigan.

#### 10 **VENUE IS PROPER UNDER § 1391**

11 12. Venue is proper in this District pursuant to 28 U.S.C. §1391 because a substantial  
 12 part of the events, transactions, and conduct giving rise to the claims occurred in and emanated  
 13 from this District. Further, GM is headquartered and transacts business in this District.

#### 14 **GENERAL ALLEGATIONS**

15 13. On or about October 28, 2021, Plaintiff Diana Hopkins purchased a 2020 Chevrolet  
 16 Bolt EV, Vehicle Identification Number 1G1FY6S00L4119613, which was manufactured,  
 17 distributed and/or sold by Defendant. On or about July 20, 2021, Plaintiff Patrick Puetz  
 18 purchased a 2022 Chevrolet Bolt EV, Vehicle Identification Number 1G1FA6S04N4100178,  
 19 which was manufactured, distributed, and/or sold by Defendant. On or about March 1, 2023,  
 20 Plaintiff Rebecca Reed purchased a 2022 Chevrolet Bolt EV, Vehicle Identification Number  
 21 1G1FY6SON4116615, which was manufactured, distributed, and/or sold by Defendant. On or  
 22 about June 7, 2022, Plaintiff James Thompson purchased a 2022 Chevrolet Bolt EV, Vehicle  
 23 Identification Number 1G1FZ6S00N4126383, which was manufactured, distributed, and/or sold  
 24 by Defendant. On or about July 6, 2018, Plaintiff Trudy Rants purchased a 2018 Chevrolet Bolt  
 25 EV, Vehicle Identification Number 1G1FX6S00J4131311, which was manufactured, distributed,  
 26 and/or sold by Defendant. On or about August 31, 2018, Plaintiff Brian Wiersema purchased a  
 27 2018 Chevrolet Bolt EV, Vehicle Identification Number 1G1FX6S07J4118894, which was  
 28 manufactured, distributed, and/or sold by Defendant. (The Plaintiffs' vehicles described above

1 shall hereinafter be referred to collectively as the “Subject Vehicles”).

2 14. At the time of purchase, Defendant provided Plaintiffs with an express warranty  
3 concerning the manufacture, operation and performance of the Subject Vehicles, upon which  
4 Plaintiffs reasonably relied upon when deciding to purchase the Subject Vehicles.

5 15. Shortly after the purchases, Plaintiffs experienced significant and/or excessive  
6 nonconformities with the Subject Vehicles which significantly impaired the Subject Vehicles’  
7 use, value and/or safety. Such defects/nonconformities include, but are not limited to unresolved  
8 high voltage battery defects, which make the Subject Vehicles a high risk for battery melt or fire,  
9 plus other operational problems. The battery risk of melting or fire is a significant safety issue  
10 and severely limits indoor vehicle parking options.

11 16. Plaintiffs delivered the Subject Vehicles to Defendant’s authorized repair  
12 facilities for repair of the foregoing nonconformities. Despite the repeated repair attempts,  
13 Defendant and/or its authorized repair facilities have been unable to repair the Subject Vehicles’  
14 nonconformities in accordance with Defendant’s express and implied warranties.

15 17. Moreover, the Subject Vehicles have not been repaired within a reasonable time  
16 frame and spent several days in the shop.

17 18. Despite confirmation of the nonconformities and repeated lengthy repair attempts,  
18 Defendant has been unable to correct the nonconformities. These nonconformities substantially  
19 impair the use, value and/or safety of the Subject Vehicles. Further, Defendant breached its  
20 express and implied warranties and refuses to comply with its obligations under the Magnusson-  
21 Moss Warranty Act.

22 19. Plaintiffs have incurred and continue to incur significant damages as a result of  
23 the nonconformities and Defendant’s failure to honor the applicable express warranties. Such  
24 damages include, but are not limited to, actual, special, consequential damages, direct out of  
25 pocket expenses and loss of use of the Subject Vehicles.

#### 26 **FIRST CAUSE OF ACTION**

27 **(Breach of Express Warranty – Magnuson-Moss Warranty Act; 15 U.S.C. §2301, *et seq.*)**

28 20. Plaintiffs hereby incorporate by reference and re-alleges each of the allegations

1 contained in the foregoing paragraphs as though fully set forth in this cause of action.

2 21. Plaintiffs are “consumer(s)” within the meaning of Section 2301(3) of the  
3 Magnuson-Moss Warranty Act (“MMWA”).

4 22. Defendant is a “warrantor” within the meaning of Section 2301(5) of the MMWA.

5 23. As set forth herein, Defendant expressly warranted the Subject Vehicles within  
6 the meaning of Section 2301(6) of the MMWA. Defendant breached its express warranties in  
7 the manner described herein.

8 24. Defendant’s breach was a substantial factor and proximate cause in the resulting  
9 damages to Plaintiffs, which include, but are not limited to: actual, special, incidental and  
10 consequential damages in an amount according to proof at trial, in addition to Plaintiffs’  
11 attorneys’ fees and costs.

12 **SECOND CAUSE OF ACTION**

13 **(Breach of Implied Warranty – Magnuson-Moss Warranty Act; 15 U.S.C. §2301, *et seq.*)**

14 25. Plaintiffs hereby incorporate by reference and re-allege each of the allegations  
15 contained in the foregoing paragraphs as though fully set forth in this cause of action.

16 26. Plaintiffs are “consumer(s)” within the meaning of Section 2301(3) of the  
17 MMWA.

18 27. Defendant is a “warrantor” within the meaning of Section 2301(5) of the MMWA.

19 28. As set forth herein, Defendant impliedly warranted the Subject Vehicles as being  
20 merchantable and fit for a particular purpose, which warranties are implied within the meaning  
21 of Section 2301(7) of the MMWA. Defendant breached the implied warranties in the manner  
22 described herein.

23 29. As set forth herein, Defendant impliedly warranted the Subject Vehicles as being  
24 merchantable and fit for a particular purpose, which warranties are implied within the meaning  
25 of Section 2301(7) of the MMWA. Defendant breached the implied warranties in the manner  
26 described herein.

27 30. As a direct and proximate cause of Defendant’s breach and failure to comply with  
28 their obligations under the applicable implied warranties, Plaintiffs suffered actual, special,

1 incidental and consequential damages in an amount according to proof at trial, in addition to  
2 Plaintiffs' attorneys' fees and costs.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for judgment as follows:

- 5 1. For general, special and actual damages according to proof at trial;  
6 2. For rescission of the purchase contract and restitution of all monies expended;  
7 3. For incidental and consequential damages according to proof at trial;  
8 4. For a civil penalty in an amount of two times Plaintiff's actual damages;  
9 5. For prejudgment interest at the legal rate;  
10 6. For reasonable attorney's fees and costs of suit; and  
11 7. For such other and further relief as this Court deems just and proper.

12 **JURY TRIAL DEMANDED**

- 13 31. Plaintiffs demand a jury trial on all triable issues.  
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15 Dated: October 25, 2023

PREMIER LEGAL CENTER, A.P.C.

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18 By: Steven L. Marchbanks, Esq.  
19 *Attorney for Plaintiffs*  
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